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 11 **UNITED STATES DISTRICT COURT**  
 12 **NORTHERN DISTRICT OF CALIFORNIA**

13 RIVERDEEP, INC., a Limited Liability	)	
14 Company, a Delaware limited liability	)	Case No.: C04 04979 RS (ARB)
15 company,	)	
16 Plaintiff,	)	<b>STIPULATED PERMANENT</b>
	)	<b>INJUNCTION AND ORDER</b>
17 vs.	)	<b>THEREON</b>
	)	
18 PERRONE IMPORTERS, INC., a Puerto	)	
19 Rico corporation and its wholly owned	)	
20 subsidiary PERRONE IMPORTERS	)	
21 MEXICO,	)	<b>Hon. Richard Seeborg</b>
22 Defendant.	)	
	)	
	)	
	)	

25 Plaintiff Riverdeep, Inc. ("Riverdeep") and defendants Perrone Importers, Inc. and  
 26 Perrone Importers Mexico (collectively "Perrone"), by and through their counsel of record,  
 27 stipulate as follows:  
 28

STIPULATED PERMANENT INJUNCTION

C04 04979 RS

1. On or about November 23, 2004, Riverdeep filed the complaint in this action, alleging Copyright Infringement, Trademark Infringement, Specific Performance, Breach of Contract and Unfair Competition. This court previously entered a preliminary injunction enjoining Perrone from copying or distributing Riverdeep software. Riverdeep and Perrone have agreed to settle this case, and as part of the consideration paid to Riverdeep, Perrone agreed to a stipulated permanent injunction on the following terms:

2. Perrone agrees, on a permanent basis beginning immediately, it shall be enjoined from copying, reproducing, or distributing in any manner, including but not limited to, selling, trading, giving away, bartering, or advertising for sale, any Riverdeep product including but not limited to any product covered by the International License and Distribution Agreement, dated as of December 24, 2003 between Riverdeep, Inc. and Perrone Importers, Inc., and the International License and Distribution Agreement dated as of December 24, 2003 between Riverdeep, Inc. and Perrone Importers, Mexico.

3. Perrone also agrees, on a permanent basis beginning immediately, it shall be enjoined from representing in any manner, to any person or entity, that it is authorized to distribute any Riverdeep product including but not limited to any product covered by the International License and Distribution Agreement, dated as of December 24, 2003 between Riverdeep, Inc and Perrone Importers, Inc., and the International License and Distribution Agreement dated as of December 24, 2003 between Riverdeep, Inc. and Perrone Importers, Mexico.

4. As part of the order issuing the preliminary injunction previously issued, the court ordered that the Gold Master disks remain in the custody of Robert Nuddleman, Perrone's former local counsel. Perrone agrees that said Gold Master disks may be released to John V. Komar,

1 for Riverdeep.

2 Date: <sup>October 27</sup> January \_\_, 2006

PETRIE SCHWARTZ, LLP

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5 \_\_\_\_\_/S/\_\_\_\_\_

6 Irwin B. Schwartz  
7 John V. Komar  
8 Counsel for Plaintiff

9 Date: <sup>June</sup> January \_\_, 2006

LAW OFFICES OF PETER JOHN PORRATA

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11 \_\_\_\_\_/S/\_\_\_\_\_

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13 Peter John Porrata  
14 Counsel for Defendants

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16  
17 ORDER

18 Based on the foregoing stipulation of the parties, IT IS HEREBY ORDERED:


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- 20 1. The preliminary injunction previously entered by the court shall be replaced with this
- 21 permanent injunction.
- 22 2. On a permanent basis beginning immediately, Perrone is enjoined from copying,
- 23 reproducing, or distributing in any manner, including but not limited to, selling, trading, giving
- 24 away, bartering, or advertising for sale, any Riverdeep product including but not limited to any
- 25 product covered by the International License and Distribution Agreement, dated as of December
- 26 24, 2003 between Riverdeep, Inc. and Perrone Importers, Inc., and the International License and
- 27
- 28

1 Distribution Agreement dated as of December 24, 2003 between Riverdeep, Inc. and Perrone  
2 Importers, Mexico.

3 3. On a permanent basis beginning immediately, Perrone is enjoined from representing in  
4 any manner, to any person or entity, that it is authorized to distribute any Riverdeep product  
5 including but not limited to any product covered by the International License and Distribution  
6 Agreement, dated as of December 24, 2003 between Riverdeep, Inc and Perrone Importers, Inc.,  
7 and the International License and Distribution Agreement dated as of December 24, 2003  
8 between Riverdeep, Inc. and Perrone Importers, Mexico.  
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10 4. The previous order of this court that the Gold Master disks remain in the custody of  
11 Robert Nuddleman, Perrone's former local counsel is modified, and Robert Nuddleman is  
12 directed to release the Gold Master disks to John V. Komar, counsel for Riverdeep.  
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17 Dated: October 30, 2006

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19 United States District Judge  
20 Magistrate Judge  
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